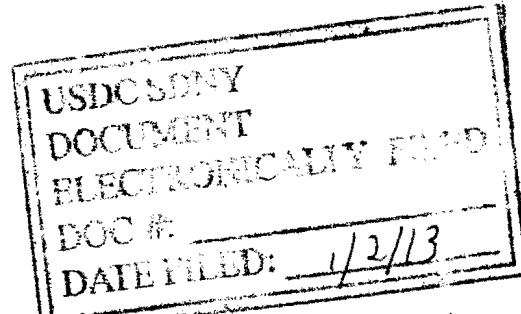


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In Re: Methyl Tertiary Butyl Ether ("MTBE")
Products Liability Litigation

MDL 1358 (SAS)



This Document Relates To:

City of Fresno v. Chevron U.S.A. Inc., et al.
04 Civ. 04973

STIPULATION OF DISMISSAL WITH PREJUDICE
RE: CHEVRON CORPORATION, UNOCAL CORPORATION,
AND CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY

WHEREAS Defendants Chevron Corporation, Chevron Environmental Management Company (f/k/a Chevron Environmental Services Company) ("CEMC"), Unocal Corporation (together "Defendants") have filed undisputed declarations stating that they did not refine or market gasoline containing MTBE in the City of Fresno geographic area during the relevant time period;

WHEREAS Plaintiff City of Fresno therefore wishes to dismiss all claims with prejudice against Defendants;

WHEREAS Chevron U.S.A. Inc. is also a defendant in this action, and it stipulates that it will not object to the admissibility of a document authored by an employee of Chevron Corporation or CEMC on the basis that the person was an employee of Chevron Corporation or CEMC and not Chevron U.S.A. Inc., although Chevron U.S.A. Inc. reserves all other objections to any such document;

WHEREAS Union Oil Company of California ("Union Oil") is also a defendant in this action, and it stipulates that it will not object to the admissibility of a document authored by an

employee of Unocal Corporation on the basis that the person was an employee of Unocal Corporation and not Union Oil, although Union Oil reserves all other objections to any such document;

WHEREAS the parties now respectfully request that the Court enter the following stipulation and order of dismissal:

THE PARTIES HEREBY STIPULATE AND AGREE that any and all claims of City of Fresno against Defendants Chevron Corporation, CEMC, and Unocal Corporation are hereby dismissed with prejudice.

THE PARTIES FURTHER STIPULATE AND AGREE that the Court is hereby authorized and requested to execute and enter the Order of Dismissal, a copy of which is attached hereto, and to make all such orders and judgments which may be necessary and proper to dismiss the above-titled action against Defendants with prejudice.

THE PARTIES FURTHER STIPULATE AND AGREE that each of the parties to this stipulation shall bear and pay all costs and expenses heretofore incurred or to be incurred by each respectively in connection with said action.

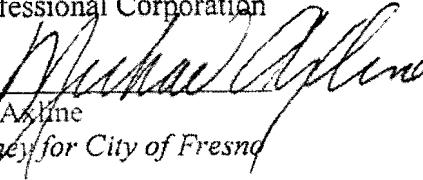
CHEVRON U.S.A. INC. STIPULATES AND AGREES that it will not object to the admissibility of a document authored by an employee of Chevron Corporation or CEMC on the basis that the person was an employee of Chevron Corporation or CEMC and not Chevron U.S.A. Inc., although Chevron U.S.A. Inc. reserves all other objections to any such document.

UNION OIL STIPULATES AND AGREES that it will not object to the admissibility of a document authored by an employee of Unocal Corporation on the basis that the person was an employee of Unocal Corporation and not Union Oil, although Union Oil reserves all other objections to any such document.

SO STIPULATED.

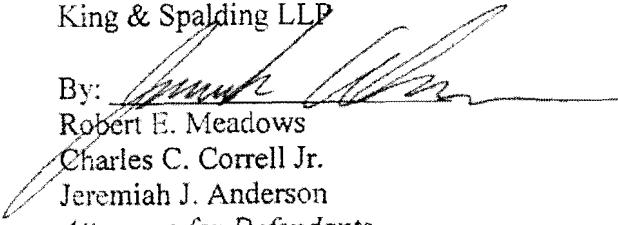
Dated: December 28, 2012

Miller, Axline & Sawyer
A Professional Corporation

By: 
Mike Axline
Attorneys for City of Fresno

Dated: December 31, 2012

King & Spalding LLP

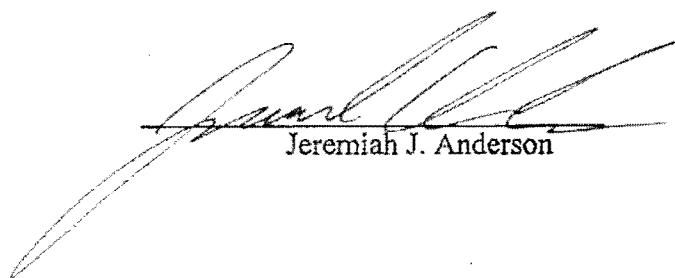
By: 
Robert E. Meadows
Charles C. Correll Jr.
Jeremiah J. Anderson
Attorneys for Defendants
Chevron U.S.A. Inc., Chevron Corporation,
Chevron Environmental Management
Company, Union Oil Company of
California, and Unocal Corporation

so Ordered:

1/2/13

CERTIFICATE OF SERVICE

I hereby certify that on December 31, 2012 I served a copy of this Stipulation on all counsel of record via LNFS.



A handwritten signature in black ink, appearing to read "Jeremiah J. Anderson".

Jeremiah J. Anderson